

**AGREEMENT**

**between the**

**NORTH ANDOVER SCHOOL COMMITTEE**

**and the**

**NORTH ANDOVER PROFESSIONAL SUPPORT ASSOCIATION**

**2014-2017**

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## **ARTICLE I**

### **PREAMBLE**

This Agreement is made and entered into between the School Department of North Andover, Massachusetts (hereinafter referred to as the "Committee") and the North Andover Professional Support Association (hereinafter referred to as the "NAPSA", formerly referred to as the Association).

The general intent and purpose of this Agreement is in the mutual interest of the Town and the NAPSA to provide for the operation of our school buildings under methods which will further, to the fullest extent possible, the educational and social welfare of the school children of the Town of North Andover.

## **ARTICLE II**

### **RECOGNITION**

1. The Committee hereby recognizes the NAPSA for the purpose of collective bargaining (as provided by Chapter 150E of the General Laws of the Commonwealth of Massachusetts) as the sole and exclusive bargaining representative for all Library Assistants, Speech Language Pathologist Assistants (SLPA's), and Teacher Aides regularly employed by the Committee as described in the Agreement for Consent election filed with the Massachusetts Labor Relations Commission in Case No. MCR-3544, dated May 8, 1985. Specific contract terms, including salary, will be negotiated for Speech Language Pathologist Assistants by March 1, 2012.
2. Whenever the feminine is used in this Agreement and the context requires or permits, it shall include the masculine. The designation is solely to facilitate typing. All references to days refer to calendar days unless otherwise specified.
3. The parties to this Agreement recognize all applicable provisions of The Education Reform Act of 1993.

## **ARTICLE III**

### **NO DISCRIMINATION**

Employees covered by the Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join, and assist employee organizations, to hold office in and or participate in the management of the NAPSA, to act in the capacity of NAPSA representative, and to engage in other NAPSA and concerted activities for the purpose of collective bargaining or other mutual aid or protection.

**ARTICLE IV**  
**HOURS OF WORK**

1. Salaries of NAPSA 1.0 FTE will be based on either a 30- hour or a 32.5 hour week, Monday through Friday, dependent on the position designation. It will be the responsibility of the Principal to ensure that all positions are properly identified for the amount of time the Paraprofessional is expected to work.
2. A daily unpaid thirty minute lunch period will be provided.
3. NAPSA staff will be notified of changes in hours, schools, or positions before the close of each school year. If this is not possible, a prompt and mutually agreeable deadline will be established.
4. Probationary Period (Effective for all new employees hired after July 1, 2005.) The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The School Department uses this period to evaluate employee capabilities, work habits, and overall performance. This period is defined as "The first six months of employment or extension thereof, as provided for by the Superintendent." Either the employee or the town may end the employment relationship at will at any time during the probationary period, with out without cause or advance notice.
5. Effective September 1, 2010, the building principal and the NAPSA employee will agree on a daily schedule for fifteen (15) minute break.

All new and rehired employees work on a probationary basis for the first 180 calendar days after their date of hire. Any significant absence will automatically extend a probationary period by the length of the absence. If the Superintendent determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a maximum of 90 calendar days as long as both parties agree.

Upon satisfactory completion of the probationary period, employees enter the 'regular' employment classification.

A new employee may not request a transfer to another school or position until he/she has successfully completed the probationary period. However, a waiver may be granted if an agreement is reached between the NAPSA and the Superintendent.

## **ARTICLE V**

### **REDUCTION IN FORCE**

1. All other conditions being equal, the seniority of NAPSAs employees within a classification shall be the determining factor. The classifications are Library Assistant, Computer Aide, Teacher Aide, and Speech Language Pathologist Assistant.
2. Seniority shall be defined as the length of continuous service in the North Andover School System, measured from the first day of three hours or more for which compensation was received. Periods of service interrupted by resignation, retirement, termination, unauthorized absence of more than three consecutive days of work outside of the NAPSAs shall not be added together to determine seniority. When such a break in service occurs, seniority shall be calculated or measured beginning with the most recent date of re-employment. Period of voluntary and involuntary absences which have been approved by the Committee shall not constitute a break in service, but the length of such leave shall not be credited in calculating or measuring seniority and benefits.
3. A seniority list will be published by the Administration each year by January 1 for review by the NAPSAs.
4. Protocol for Filling Paraprofessional Positions: The following protocol will be used in filling vacancies:
  - If a member's position has been eliminated but the member has not been laid off, that member is guaranteed a position equivalent to his/her current FTE based on seniority.
  - If a member's FTE salary structure (e.g. 32.5 to 30) is reduced, that member will have the right to obtain an equivalent 32.5 position. If no such position is available, the member has the right to bump into the lowest position of equal amount based on seniority.
  - As vacancies do occur, all members have the right to request consideration for transfer into those positions. "Request for Transfer" form must be used. (See Attachment 2).
  - Vacancies will be posted for ten (10) calendar days on the North Andover Schools System website and sent via e-mail to all staff members. Any laid off member having recall rights will be contacted by phone and e-mail.
  - Every effort will be made to be least disruptive to the needs of the students.

5. In the event of a layoff, a recall list shall be established. Should a vacancy occur within the NAPSA and there is a member who is on the recall list, the laid off member shall be given first consideration to fill the vacancy, providing said vacancy is in the classification from which he/she was laid off. Any member shall not remain on the recall list for more than two years from the effective date of the layoff. NAPSAs members shall retain all seniority and sick time prior to layoff if recalled within two years. Said member shall not receive any seniority or sick time for time during layoff.

## **ARTICLE VI**

### **VACANCIES**

1. Whenever a vacancy within NAPSAs occurs during the school year, it will be posted in each school building. Notices of vacancies within NAPSAs that occur during the summer months will be mailed to the President of the NAPSAs.
2. When a vacancy occurs in the North Andover Teachers Association, certified teachers within the North Andover Professional Support Association will be given consideration for the vacancy.
3. A NAPSAs member may request a transfer to a vacant or newly created position. The member shall make the request in writing to her/his building principal. The member will be considered for the position on the basis of experience training, background, and ability. When the qualifications to fill such a position are equal, preference will be given to the most senior applicant. When an applicant is not chosen for the position, she/he may, upon request, receive from the building principal the reasons for refusal of the applicant. (See attached Attachment 2: Request for Transfer form)

## **ARTICLE VII**

### **REMUNERATION**

1. Remuneration shall be in accordance with Salary Schedule Appendix A.
2. Step increments and credit for longevity will be based on employment of 182 days of three hours per day per school year for one year of credit. Employees who work three hours per day but less than 182 days shall have their time pro-rated for purposes of advancement upon steps and for longevity.
3. A NAPSAs employee who has reached the maximum step shall receive a longevity payment in addition to their regular wage. Employees who work less than 30 hours per week shall have the amounts pro-rated. The Committee shall grant the following for continuous uninterrupted service. A year of service shall be granted for a hire prior to January 1.

Length of Service:

	<u>Effective 9/1/2014</u>
5 to 10 years	\$ 950.00
10 to 15 years	\$1,450.00
15 to 20 years	\$1,700.00
20 to 25 years	\$1,950.00

Longevity payments to be made in full on the first payday of October of each year.

## **ARTICLE VIII**

### **COMPENSATION PROCEDURES**

1. A full school year NAPSA employee will be compensated at either a 30-hour or 32.5 hour salaried position structure.
2. Any NAPSA member required to work above and beyond his/her normal working day will be compensated with either compensatory time off or with additional pay in accordance with the Fair Labor Standards Act. The method of compensation shall be decided between the employee and the building principal.
3. All full time NAPSA members will work a 182 day school year, which will include the first day for all school staff and another professional development day as designated by the Superintendent prior to the beginning of the school year.
4. See Appendix A Salary Schedule.
5. When a NAPSA employee substitutes in a teacher's position, he/she will be compensated an additional \$45.00 per day or \$7.50 per hour or any part thereof. Request for compensation shall be submitted to the building Principal for authorization. (Request substitution form from Building Principal.) When a lead teacher is absent in a classroom setting with multiple professional support staff, the professional support staff substitute will be determined on a rotating basis.
6. Effective September 1, 2009, addendum for NAPSA members assigned to students who require regular assistance with their personal care and/or toileting.

The North Andover Public School system is committed to providing inclusive programming for special needs students who present a range of individual needs. In some circumstances, staff will be expected to assist students with their personal care, including toileting.

These students may include;

- Students with PDD, Autism, or other cognitive/neurological deficits who participate in an intensive program
- Other identified individual students who are fully included but require the support of a full time assistant

These students may require regular assistance with:

- Diaper changing
- Toilet Training
- Assistance in the bathroom with dressing
- Assistance in the bathroom with personal care such as washing and wiping

In circumstances where a NAPSA member will be expected to provide such care, it is understood that the North Andover Public Schools will:

- Inform potential or transferred member of this expectation at the time of hire or transfer.
- Provide staff with training in appropriate procedures and guidelines.
- Provide staff with appropriate materials and supplies such as gloves, wipes, plastic bags for wet or soiled clothing, containers for disposals, etc.
- Develop alternate plans to address the student's personal care needs should the professional be absent.

This position description is not applicable for students who may have from time to time an "accident" and whom may need additional assistance.

NAPSA members working in this capacity will receive an additional \$1.00 per hour for those hours in which they work with students in the above population. Such authorization shall be made by the Special Education Director. Effective September 1, 2014 Paraprofessionals at the Early Childhood Center will also be eligible for this rate if they qualify under the guidelines

## **ARTICLE IX**

### **SICK LEAVE**

1. Full time NAPSA employees (3 hours or more per school day) shall receive 1.2 sick days for every month school is in session. Sick days may be accumulated up to 140 days.
2. Sick leave shall be taken for a NAPSA employee's personal illness, except that five (5) sick days may be used for attending to a sick spouse, child, parent, or relative residing in the employee's household who is dependent on the employee for care, or emergencies, at the discretion of the Superintendent.
3. Sick Bank: One (1) Sick Leave Day per year shall be deducted from each employee's sick leave to assist any NAPSA employees who have a long-term illness, mental disorder, disease, or accident which results in the exhaustion of accumulated sick leave. A licensed physician, who shall also certify that the



employee's condition prevents the employee from performing his/her regular duties, shall certify such condition.

4. The maximum number of bank days originally granted to an individual will not exceed twenty (20) working days per school year. Upon completion of the initial grant of days, additional days in increments of twenty (20) days may be granted by the Sick Leave Bank Committee upon demonstration of need by the applicant and provision of a physician certification that the employee is unable to perform his/her duties. No member shall be granted more than 180 sick leave days for the same illness by the Sick Leave Bank Committee.
5. Sick Bank Procedures
  - A. NAPSA Sick Leave Bank Committee consisting of three (3) members will administer the Sick Leave Bank. Two of these members will be elected at the NAPSA's annual meeting and the other member will be the School Department's Human Resource Director. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. Disbursement of sick leave days shall require two affirmative votes of the Sick Leave Bank Committee. The decision of the Committee shall be final and binding and not subject to the grievance or appeal.
  - B. Individual petitions of NAPSA employees will be presented to one of the two members of the NAPSA designated sick bank committee.
  - C. If deemed an appropriate sick bank request as defined in Article IX, member(s) shall present the individual's request to the sick bank committee.
  - D. The petition before the Sick Bank Committee shall include the number of days requested and the reasons for such request.
  - E. The Sick Bank Committee may require pertinent medical data and proof of illness.
  - F. The Sick Bank Committee shall render a decision within five (5) days, which shall be final and not subject to the grievance and arbitration procedure.

## **ARTICLE X**

### **INSURANCE**

1. Insurance: Matters involving employer provided health insurance are governed by the provisions of the existing Memorandum of Agreement between the Town of North Andover and the Public Employee Committee dated January 1, 2013 to June 30, 2019.

2. NAPSA employees on unpaid leaves of absence shall be entitled to maintain insurance coverage, provided the employee pays full costs under COBRA, unless the employee is eligible for more generous insurance benefits under the provision of the Family Medical Leave Act.

## **ARTICLE XI**

### **RETIREMENT**

1. NAPSA employees having attained the age of 60 or more and with a minimum of twenty (20) years with each equal to a minimum of 182 days of three hours or more, in the North Andover School System, after submitting notice of intent to retire within two (2) years, will receive an additional \$1,750.00 per year until retirement.
2. The request and benefit will run concurrent with the fiscal year.
3. The benefit will not be paid in the event that this notice or retirement is withdrawn, and any monies paid under this clause must be returned.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

1. Personal
  - A. With the advance approval of the Superintendent, a NAPSA employee working three or more hours per day may take two personal days per year, not to be deducted from sick leave. In certain emergencies and with the Superintendent's advance approval, other absences with pay may be allowed. Employees will be allowed to carry over unused Personal Days as of August 31 each year into their accrued Sick Time.
  - B. Absence of one day per year with pay may be allowed for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order. Advance approval by the Superintendent will be required for such absence. This provision is to be effective as of September 1, 1998.
2. Bereavement

Up to five (5) days may be used and not charged to sick leave in the event of death of a spouse, child, grandchild, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, or any permanent member of the family household. Three days may be used for the death of a brother-in-law or sister-in-law. One day may be used for the death of any other relative or friend.

3. Individuals covered by this agreement shall be entitled to utilize one additional day with pay for the observance of religious holiday when said holiday falls on a regular workday. A religious holiday shall be defined as a day wherein absence from work is mandated in order to properly comply with the tenets of one's religion.
4. Maternity Leave
  - A. As early as possible, any NAPSA member who intends to apply for Maternity leave will notify the Superintendent.
  - B. The employee may continue to perform her duties for a period of time as agreed upon by the employee and her physician who shall provide a certificate stating that the employee is physically capable of performing her job.
  - C. Before returning to her duties, an employee who has been on a maternity leave of absence must be certified by her physician as ready and able to return to her assignment.
  - D. The parties to this Agreement agree that all State statutes and decisions of all Federal and State courts concerning maternity leave will be applicable to this Agreement. "The employee shall be entitled to up to 12 weeks unpaid leave of absence pursuant to the provisions of the Family Medical Leave Act of 1993."

### **ARTICLE XIII**

#### **REIMBURSEMENT**

1. Upon successful completion of an approved course for professional improvement, a Unit member will be reimbursed at one-half the cost of the course to an amount not to exceed \$6,000.00. (An approved course shall be defined as one which has been approved by the Superintendent or designee in advance of registration.)
2. The maximum amount available to the Unit for reimbursement funds will be \$6,000.00 annually. Approvals for reimbursement will be granted in the order in which they are received. Individuals will only be approved for reimbursement as described in XII.1 for one course per year, unless the maximum amount of \$6,000.00 has not been reached by May 1, in which case an individual can submit for reimbursement for an additional course, but if the amount available at that time is not equal to or more than half of the cost of the approved course, then the individual will receive the remaining funds instead of half the cost of the course.
3. Successful completion shall be defined as a grade of B- or better, or if ungraded, receiving total credits for the course.

4. The Committee shall reimburse NAPSA members for reasonable expenses for fees, meals, lodging, and transportation incurred for attending workshops, seminars and conferences. All such workshops, seminars, and conferences must be approved by the Superintendent in advance.
5. If a NAPSA employee is required per administrative order to attend a workshop, seminar, or conference which occurs during a regular work day, the employee shall be paid her regular full day's pay plus reimbursement as stated in Article XIII, Item 4. This provision shall not be construed to prohibit voluntary attendance at such workshop, seminar or conference, providing the Superintendent approved such voluntary attendance.
6. Employees who are certified and are teaching a course after normal school hours shall be compensated at the same rate of pay as teachers covered under the Professional Development Plan. Compensation may be in the form of "PDP" points if the employee elects such compensation.

#### **ARTICLE XIV**

##### **GENERAL**

1. If any provision of this agreement or any application of the agreement, is or shall at any time be contrary to law, state regulation or state directive, then such provision or application shall not be deemed valid or enforceable, except to the extent permitted by law, state regulation or state directive.
2. No NAPSA employee shall be discriminated against because of race, creed, color, religion, nationality, age, sex, or marital status.
3. The Committee and the NAPSA agree to carry out the commitments contained herein and give them full force and effect as contractual obligations. The Committee will take such actions as may be necessary in order to give full force and effect to the provisions of this Agreement.
4. The NAPSA will have the right to use school buildings for NAPSA business meetings outside regular school hours, if not in use and without cost, at reasonable times as determined by the Director of Management Support Services.
5. Employees who have been approved leaves of absences, or are absent because of a work related injury shall not continue to accrue benefits under this agreement, during the period of said absence. Upon return from said absence, said employee shall be entitled to those benefits which he/she may have to his/her credit at the time of commencement of said absence, less any such benefits utilized during the period of said absence. This provision does not apply to Article X, Section 2.

6. A meeting will convene monthly with the Superintendent, President of the NAPSA, and one Special Education representative to discuss issues and resolve problems. There will be a mutual exchange of the agenda. An alternating chairperson shall be designated for each meeting beginning with the Superintendent.
7. On professional development days paraprofessionals will collaborate with administrators, department heads, therapists, teachers, and/or other paraprofessionals within their school in order to improve the educational development of students in the North Andover School System. Paraprofessionals will have the option to request professional time as unpaid time off if the scheduled professional development is not pertinent and they have the permission of their Principal.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

1. Definitions
  - A. A grievance shall mean any complaint arising for any alleged violation, misinterpretation, or misapplication of this agreement.
  - B. For this Article only, "days" shall mean calendar days exclusive of Saturdays, Sundays, federal and state holidays, and scheduled vacation periods during the school year.
2. Purpose
  - A. The NAPSA and the Committee desire that such grievance procedure shall be an informal and confidential as may be appropriate for the grievance at the procedural level involved.
  - B. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances which from time to time may arise and affect the wages, hours and conditions of employment of the employees covered by this Agreement.
3. Procedure
  - A. Decisions rendered at all levels of the procedure will be transmitted in writing to the grievant(s).
  - B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum.
  - C. The time limits may be enlarged or contracted by mutual agreement of the parties.

**Level One**

  - A. Within 10 days of the occurrence of the alleged grievance, the employee shall discuss the grievance with her immediate supervisor with the objective to resolve the matter informally.

**Level Two**

- A. If the grievance is not resolved within five (5) days after the Level One meeting takes place, it may be submitted in writing to the Superintendent within five (5) days after the Level One reply is due.
- B. The Superintendent or a designated central office administrator shall meet with the grievant(s) for the purpose of discussing the grievance within five (5) days of receipt of the written grievance. Within five (5) additional days, the Superintendent shall render a written replay to the grievant(s).

**Level Three**

- A. If the grievance is not resolved satisfactorily at Level Two, the grievant(s) may submit the matter to the School Committee within five (5) days of the date the Superintendent's reply is due.
- B. Within ten (10) days after the receipt of the grievance, the Committee shall meet with the grievant(s) to discuss the grievance.

**Level Four**

- A. If the grievance is not resolved, the NAPSA may, within ten (10) days after the decision is due at Level Three, file a written request for arbitration with the American Arbitration Association, in which case the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
- B. The decision of the arbitrator shall be final and binding on all the parties.
- C. The fees and expenses of the arbitrator and American Arbitration Association shall be borne equally by the NAPSA and the Committee.

**4. Procedure**

- A. No reprisals of any kind will be taken by the Committee or by any member of the Administration against a party in interest, any member of the NAPSA, or any participant in the grievance procedure by reason of such participation.
  - B. Any party in interest may be represented at all stages of the grievance procedures by a person of her own choosing.
5. If a grievance affects a group or class of NAPSA employees, the NAPSA may submit such grievance beginning at Level II. The NAPSA may process such a grievance even though all the aggrieved persons do not wish to do so.
6. It may be mutually agreed upon by both parties involved at any time at Levels One through Three of the Grievance Procedure that the amount of waiting time specified before proceeding to the next level be waived.

## **ARTICLE XVI**

### **DUES DEDUCTION**

1. Dues for the NAPSA and Massachusetts Teacher Association, where authorized individually and voluntarily by employee, shall be deducted in equal installments from each pay check and forwarded to the Secretary of the NAPSA once per month.
2. NAPSA authorization statements shall submitted in writing in duplicate on forms provided to the NAPSA Secretary, who will transmit them in duplicate to the Committee (Superintendent's Office) not later than ten (10) days prior to the close of the school year. The Committee will not be required to honor any deduction authorizations that are delivered to it later than ten (10) days prior to the close of the school year.

## **ARTICLE XVII**

### **EVALUATION**

The parties agree upon a new Evaluation process and instrument that will be attached as Appendix B and Appendix C. Beginning September 1, 2000, the evaluation instrument will be used to assess members of the NAPSA so that over a three year period of time beginning September 1, 2000 each member of the NAPSA will be evaluated. Each year one-third (1/3) of the membership will be evaluated.

## **ARTICLE XVIII**

### **ACCEPTANCE OF NON-RESIDENT OF NAPSA CHILDREN IN THE NORTH ANDOVER SCHOOLS AND OTHER PROGRAMS**

A NAPSA employee in the North Andover School System who is not a resident of the Town will have option, at no cost, of having his/her child(ren) attend the regular education program of the North Andover School System. This does not apply to tuition programs and is subject to the availability of space as decided by the Superintendent on an annual basis. Such approval shall not be unreasonably withheld. It is further understood that if a child(ren) of a NAPSA employee is approved to attend the North Andover Schools, such attendance shall not be grounds for a NAPSA employee's grievance concerning workload, nor shall such attendance be calculated as part of NAPSA employee's load in cases of such grievances. Attendance by the child of a NAPSA employee is subject to the NAPSA employee's continued employment and compliance with the relevant student discipline code and state law pertaining to student discipline.

## ARTICLE XIX

### DURATION AND REOPENING

This Agreement shall become effective as of September 1, 2014 and shall remain in full force and effective through August 31, 2017, and shall continue in force from year to year thereafter unless and until either party gives the other party written notice, on or before October 15 of the calendar year preceding the year in which this Agreement expires, of its desire to terminate or modify same. If said notice is provided, negotiations for a successor Agreement shall commence promptly after October 15 of the calendar year preceding the year in which this Agreement expires.

Except as amended hereby, said Agreement shall remain in full force and effect subject to all terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this  
\_\_\_\_\_ day of \_\_\_\_\_ 2014.

North Andover Professional  
Support Association

North Andover School Committee

Karen L. Cahy

Andrew M. [Signature]

12-16-2014  
Date

~~12-15-2014~~ 12-15-2014  
Date



## APPENDIX A

### NORTH ANDOVER PROFESSIONAL SUPPORT SALARY SCHEDULE

September 1, 2014 - August 31, 2017

Paraprofessional Salary Schedule				
<u>Years</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
1 - 5	\$15.85	\$16.13	\$16.49	\$16.82
6 - 11	\$20.37	\$20.73	\$21.19	\$21.62
12 - 15	\$20.62	\$20.98	\$21.45	\$21.88
16 - 19	\$20.87	\$21.24	\$21.71	\$22.15
20+	\$21.14	\$21.51	\$21.99	\$22.43

Speech Language Pathologist Assistants Salary Schedule				
<u>Years</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
1	\$ 28,058.00	\$ 28,549.02	\$ 29,191.37	\$ 29,775.20
2	\$ 29,559.00	\$ 30,076.28	\$ 30,753.00	\$ 31,368.06
3	\$ 31,055.00	\$ 31,598.46	\$ 32,309.43	\$ 32,955.62
4+	\$ 32,743.00	\$ 33,316.00	\$ 34,065.61	\$ 34,746.92

**APPENDIX B****NORTH ANDOVER PUBLIC SCHOOLS  
675 CHICKERING ROAD  
NORTH ANDOVER, MA 01845****Special Education Assistant Evaluation**

Assistant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

\* Evaluator's Name: \_\_\_\_\_ School: \_\_\_\_\_

Directions: Please use the following scale for evaluating performance. If an "NI" Is recorded, then the evaluator must complete suggestions for Improvement (section located on the following page).

S = Satisfactory

NI = Needs Improvement

- |   |   |
|---|---|
| 1. _____ Implements IEP/504 goals as direction by Special Education teacher, classroom teacher and/or . specialist.     | 6. _____ Assists with material modifications.   |
| 2. _____ Works cooperatively with classroom teacher and/or specialists and seeks clarification when needed.             | 7. _____ Models appropriate speech and behavior for all students.                       |
| 3. _____ Demonstrated level of skill and knowledge required to support academic and behavioral contracts with students. | 8. _____ Follows policies and procedures established by administration.                 |
| 4. _____ Able to develop good rapport with all students by treating them with dignity and respect.                      | 9. _____ Arrives on time for school and assignments within the work day.                |
| 5. _____ Able to assist students with physical And medical needs under the direction of the OT, PT and/or school nurse. | 10. _____ Supports classroom and school rules with all students.                        |
|   | 11. _____ Displays a flexible and professional  |
|   | 12. _____ Maintains confidentiality at all times.                                       |
|   | 13. _____ Attends all professional development activities as required by Administrator. |

Supervisory Comments/Summary: \_\_\_\_\_

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**Improvement Plan: Complete this section for each category evaluated as "NI."**

Item No. \_\_\_\_\_

Observable need: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Target Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The employee's signature indicates that she/he has seen and discussed the evaluation. It does not denote agreement with the report.

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments by Educational Assistant (Optional): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- Original to: Evaluator
- Copies to: Superintendent  
Principal  
Special Education Director

\* Evaluation of paraprofessionals will be conducted every two years unless reassigned to a new position and may be completed by principals, assistant principals, directors or department head. The evaluator may request further information concerning the paraprofessional's performance from appropriate staff.

**THIS EVALUATION FORM IS TO BE COMPLETED ON OR BEFORE MARCH 31.****NORTH ANDOVER PUBUC SCHOOLS  
1600 OSGOOD ST., NORTH ANDOVER, MA 01845**

**APPENDIX C****Library, Computer and or Clerical Assistant Evaluation**

Assistant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Directions: Please use the following scale for evaluating performance.

S - Satisfactory

NP - Needs Improvement (with explanation and clarity)

PROFESSIONAL

\_\_\_\_\_ Knowledge of Position

\_\_\_\_\_ Quality of Work

\_\_\_\_\_ Care and use of Equipment

PERSONAL

\_\_\_\_\_ Attendance

\_\_\_\_\_ Cooperation

\_\_\_\_\_ Dependability

\_\_\_\_\_ Flexibility

Supervisory Comments/Summary: \_\_\_\_\_

Suggestions for Improvement Complete this section for each category evaluated as NP.

Observable Need

Recommendation

Target Date

The employee's signature indicated that she/he has seen the evaluation. It does not denote agreement with the report

Evaluator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments by Assistance ( optional): \_\_\_\_\_

Evaluation of Assistant will be conducted every two years and maybe completed by Principals, Assistant Principals, Directors and or Department Heads. The evaluator may request input of Assistant's performance from supervising staff.

Original to: Employee

Copies to: Personnel

Principal

Supervisor

## **ATTACHMENT 1**

### **GUIDELINES FOR TOILETING INCIDENTS**

1. Aide will be in visual/oral communicating distance with another adult at all times working with children.
2. Child who has toileting accident will be removed to the nearest bathroom if possible. (Near front of building, the Nurse's bathroom is the one of choice.). Nearest adult is called to assist.
3. Fire drill procedure will be used for remainder of class if the toileting emergency occurs while the child is in among classmates and is obvious and severe.
4. Clean up will be accomplished by the Nurse or Health Aide, (When not normal/routine part of Aides duties to a particular student.) Parent will be notified and incident documented.
5. Parent shall be called for change of clothes/changing/shower/bath as appropriate (at home or in school, again as appropriate). After clean up child can/will return to class.
6. Child is to be given the opportunity to use toilet several times during the day.
7. Appropriate supplies (rubber gloves, etc.) are to be on site in classrooms, toilet areas.

**ATTACHMENT 2****North Andover Public Schools****REQUEST FOR TRANSFER**

Employees request transfers for various reasons including hours per week worked, scheduled work hours, location, or position type. Requests need to be submitted in writing on this "Request for Transfer" form by the date stipulated per contract or job posting.

**DEFINITION OF TRANSFER:** A transfer is a relocation of an employee to the same class in a different location or a different program.

**VOLUNTARY TRANSFER:** Transfer requests may be granted at any time, subject to the availability of positions and qualifications of the applicant. Employees who have requested a transfer shall be given first consideration for a transfer based upon, but not limited to seniority, job performance, qualifications, the needs of the District, or the needs of the students.

**DENIAL OF THE TRANSFER:** An employee denied transfer may request, in writing, and shall be granted a meeting with the administrator who made the decision to deny the transfer. Following such meeting(s), an employee may request and shall receive written rationale for the denial of the transfer request. A copy of the written response shall become part of the employee's personnel file.

Name:

Address:

Home Phone:

Cell Phone:

Present Job Position:

Present Job Location:

Hours per Week:

Please state below your request (include all that apply: hours, school, position, program)	
Employee's signature:	Date:

**For Human Resources office only. Date received:**

**Action taken:**

**This request is valid through August 31 of the current year. The Human Resources office is not responsible for notification of expiration of Transfer Requests.**